

Morrow and Morrow, Inc.
188 Clear Creek Valley Drive
Ellijay, GA 30536

ORIGINAL

Robert Morrow
President
(706) 636-4283

(706) 636-5227 fax

Georgia Morrow
Vice President
(706) 636-4286

May 18, 2011

**REQUEST FOR WAIVER
CC DOCKETT NUMBER 02-6**

Received & Inspected

MAY 24 2011

FCC Mail Room

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

Griffin Spalding County School District
Georgia Morrow on behalf of Rod Smith
Morrow and Morrow, Inc.
188 Clear Creek Valley Drive
Ellijay, GA 30536
Contact Number (voice): 706-636-4286
Contact Number (fax): 706-636-5227
Email Address: georgiamorrow@earthlink.net

SUBJECT: Request for Waiver of Deadline for Griffin Spalding County School District, BEN 127305
2010-2011 (Year 13) Form 471 Number 711746, FRNs 1994575 and 1994577

Date of Funding Commitment Decision Letter: September 21, 2010.

Reason for Request of Waiver:

On May 9, 2011, I discovered that an incorrect Contract Expiration Date of 02/11/2011 caused funding to be reduced by 4 months for FRN 1994575 and FRN 1994577. While the execution date of the one-year contract extension was 2/11/10, the contract expiration date should have been 06/30/2011. At no time during the PIA Review was I questioned about the Contract Expiration Date. At no time did I receive notification of a reduction in funding. At no time was I asked for authorization to reduce funding based on the Contract Expiration date for those two Funding Requests. As a result, I was unaware of my mistake for 8 months. I am attaching a copy of previous Item 21 Attachments, the one-year extension addendum and all 2010-2011 Review correspondence for your review. Please note that my Item 21 Attachments for 2010-2011 were clearly incorrect.

Upon receipt of the Funding Commitment Decision Letter, I did not catch the mistake and submit an appeal to USAC. Not until I prepared a Mid-Year BEAR Form did I realize that something was wrong.

With this request for waiver of appeal deadline, I am asking that I be allowed to correct my mistake and have funding for March, April, May and June, 2011 restored.

Regards,

Georgia Morrow

No. of Copies rec'd 0
List A B C D E

Item 21 Attachment

Applicant: Griffin-Spalding County School District – Year 11

Attachment: 6

BEN: 127305

471 Application: 604137

FRN: 1686722

Description: The New AT&T (BellSouth)– SPIN 143004824

Orig. 470 880250000550157

Application:

Orig. FRN 1398965

Quantity	Product or Service Description	Unit Cost	Extended Pre-Discount Cost	
			Recurring	Non-Recurring
19 eligible district sites	Metro Ethernet WAN services ranging from 10Mbps to 250 Mbps		\$12,797.98/mo	
1 new eligible site	10Mbps Metro Ethernet “drops” for one new eligible district sites to open during 2007-2008 school year	\$546.00	\$546.00/mo	\$3,000.00
1 new site	7% taxes and surcharges to be applied for new service	\$546.00	\$38.22/mo	
	TOTAL		\$13,382.20/mo	\$3,000.00

Billing Account Number: 770-U18-5352-001

Contract Number: GA04-F117-02

Allowable Contract Date: 12/30/2005

Contract Award Date: 02/07/2006

Service Start Date: 07/01/2008

Contract Expiration Date: 06/30/2010

Received & Inspected

MAY 24 2011

FCC Mail Room

Item 21 Attachment

Applicant: Griffin-Spalding County School District – Year 11

Attachment: 7

BEN: 127305

471 Application: 604137

FRN: 1698810

Description: The New AT&T (BellSouth)– SPIN 143004824

Orig. 470 880250000550157

Application:

Orig. FRN 1398965

Quantity	Product or Service Description	Unit Cost	Extended Pre-Discount Cost	
			Recurring	Non-Recurring
18 sites	Dedicated Internet access via Metro Ethernet facilities		\$4,840.00/mo	
1 new site	Dedicated Internet access via new Metro Ethernet facility	\$245.00	\$245.00/mo	
	TOTAL		\$5,085.00/mo	

Billing Account Number: 770-U18-5352-001

Contract Number: GA04-F117-02

Allowable Contract Date: 12/30/2005

Contract Award Date: 02/07/2006

Service Start Date: 07/01/2008

Contract Expiration Date: 06/30/2010

Item 21 Attachment

Applicant: Griffin-Spalding County School District – Year 12

Attachment: 4

BEN: 127305

471 Application: 653043

Description: The New AT&T (BellSouth)– SPIN 143004824

FRN: 1862066

Orig. 470 880250000550157

Application:

Orig. FRN 1398965

Quantity	Product or Service Description	Unit Cost	Extended Pre-Discount Cost	
			Recurring	Non-Recurring
20 eligible district sites	Metro Ethernet WAN data services ranging from 10Mbps to 250 Mbps		\$12,686.32/mo	
	TOTAL		\$12,686.32/mo	

Billing Account Number: 770-U18-5352-001

Contract Number: GA04-F117-02

Allowable Contract Date: 12/30/2005

Contract Award Date: 02/07/2006

Service Start Date: 07/01/2009

Contract Expiration Date: 06/30/2010

Item 21 Attachment

Applicant: Griffin-Spalding County School District – Year 12

Attachment: 5

BEN: 127305

471 Application: 653043

FRN: 1862092

Description: The New AT&T (BellSouth)– SPIN 143004824

Orig. 470 880250000550157

Application:

Orig. FRN 1398965

Quantity	Product or Service Description	Unit Cost	Extended Pre-Discount Cost	
			Recurring	Non-Recurring
20 sites	Dedicated Internet access via Metro Ethernet facilities		\$5,085.00/mo	
	TOTAL		\$5,085.00/mo	

Billing Account Number: 770-U18-5352-001

Contract Number: GA04-F117-02

Allowable Contract Date: 12/30/2005

Contract Award Date: 02/07/2006

Service Start Date: 07/01/2009

Contract Expiration Date: 06/30/2010

Item 21 Attachment

Applicant: Griffin-Spalding County School District – Year 13
(2010-2011)

Attachment: 4

BEN: 127305

471 Application: 711746

FRN: 1994575

Description: The New AT&T (BellSouth)– SPIN 143004824

Orig. 470 880250000550157

Application:

Orig. FRN 1398965

Quantity	Product or Service Description	Unit Cost	Extended Pre-Discount Cost	
			Recurring	Non-Recurring
20 eligible district sites	Metro Ethernet WAN data services ranging from 10Mbps to 250 Mbps		\$15,591.62/mo	
	TOTAL		\$15,591.62/mo	

Billing Account Number: 770-U18-5352-001

Contract Number: GA04-F117-02

Allowable Contract Date: 12/30/2005

Contract Award Date: 02/07/2006

Service Start Date: 07/01/2010

Contract Expiration Date: 02/11/2011

Item 21 Attachment

Applicant: Griffin-Spalding County School District – Year 13
(2010-2011)

Attachment: 5

BEN: 127305

471 Application: 711746
FRN: 1994577

Description: The New AT&T (BellSouth)– SPIN 143004824

Orig. 470 880250000550157
Application:
Orig. FRN 1398965

Quantity	Product or Service Description	Unit Cost	Extended Pre-Discount Cost	
			Recurring	Non-Recurring
20 sites	Dedicated Internet access via Metro Ethernet facilities		\$5,085.00/mo	
	TOTAL		\$5,085.00/mo	

Billing Account Number: 770-U18-5352-001

Contract Number: GA04-F117-02

Allowable Contract Date: 12/30/2005

Contract Award Date: 02/07/2006

Service Start Date: 07/01/2010

Contract Expiration Date: 02/11/2011

Received & Inspected

MAY 24 2011

FCC Mail Room



Schools and Libraries Division

Aug 16, 2010

Georgia Morrow

GRIFFIN-SPALDING COUNTY SCHOOLS

Telephone:

(706) 6364286

Application Number

711746

Response Due Date: 8.31.10

The Program Integrity Assurance (PIA) team is in the process of reviewing all Funding Year 2010 Form 471 Applications for schools and libraries discounts to ensure that they are in compliance with the rules of the Universal Service program. We are currently in the process of reviewing your Funding Year 2010 Form 471 Application. To complete our review, we need some additional information. The information needed to complete the review is listed below.

I.

We have not yet received the Item 21 Attachments for your FY2010 Form 471 application # 711746. In order to process the Form 471, we must receive the Item 21 Attachments. **Item 21 Attachments were emailed to Jackie 8-18-2010.**

If you are unsure what constitutes an Item 21 Attachment, please refer to the Form 471 Instructions available at: Step 7: Submit Application for Support
<http://www.usac.org/sl/applicants/step07/form471-attachments.aspx>

If you have not yet submitted the Item 21 Attachments, please do so using our online system available at www.sl.usac.org/menu.asp and then notify us when you have completed and submitted the Online 21 Attachment. If you prefer, you may forward the Item 21 Attachments to our attention at the fax number indicated below.

If you have already submitted the Item 21 Attachments, please fax an EXACT COPY of the Item 21 Attachments that were previously submitted. If you do not wish to resubmit the Item 21 Attachment, you are not required to do so. We will process your application once the Item 21 Attachments are available in our online system or have been imaged into our system.

II.

Based upon review of your FY2010 Form 471 application, we were not able to validate your requested discount percentage of 80% for **FLYNT MIDDLE SCHOOL**. You may validate your requested discount percentage of 80%, by providing the appropriate documentation dated prior to

or on February 19, 2010 (the FY2010 Form 471 window close date) listed in one of the following options. **Flynt Middle moved into a new building some time ago and the name changed to Carver Road Middle. Flynt Middle can be permanently removed from Block 4.**

Option 1. If the school participates in a National School Lunch Program (NSLP), please provide a **signed copy** (preferably by the **Principal, Vice-Principal, Superintendent or chief school official, or Director of Food Services**) of a Reimbursement Claim Form that the school sends to the state each month. Make sure that the following 3 items are identified:

- a. The Entity name
- b. The total number of students enrolled at the entity
- c. The total number of students eligible for Free/Reduced Lunch Program for the entity

If the school district fills out an aggregate claim form for the school district, also provide a signed letter from a school official (preferably the Superintendent or chief school official) that lists the enrollment and Free/Reduced information for each school in the district. The enrollment and Free/Reduced information provided in your letter should match the claim form.

Option 2. If the discount percentage was determined by information obtained from an income survey/application (National School (Free & Reduced) Lunch Application forms cannot be used as survey instruments), please provide the following information in writing on school letterhead **signed** by a school official (such as the **Principal, Vice Principal, Superintendent or Director of Food Services**):

- a. Total number of students enrolled
- b. Total number of surveys/applications sent out
- c. Number of surveys/applications returned
- d. Total number of students qualified for NSLP per the returned surveys/applications
- e. Are the surveys/applications and results kept on file.

Provide a sample copy of a **FILLED OUT SURVEY/APPLICATION** with the child's personal information crossed out for confidentiality. **Be advised that in order for a survey to be acceptable it must contain the name of the family and students, the size of the family and the income level of the family.**

A signed certification that reads: "I certify that only those students who meet the Income Eligibility Guidelines of the National School Lunch Program have been included in Column 5 of Item 9a, of Block 4 of the Form 471."

Option 3: Provide a letter from your State Department of Education (on letterhead and signed) verifying the enrollment and the free and reduced figures are accurate.

Option 4: Provide a letter from the State Food/ Nutrition Service Authority officials (on letterhead and signed) verifying the enrollment and the free and reduced figures are accurate.

Option 5: If the discount was determined using a different method than what was identified above, please specify the survey method that was used and provide all relevant data.

III.

Based upon review of your Form 471 application and/or the documentation you provided, we were not able to determine the eligibility of **GRIFFIN-SPALDING DISTRICT OFFICE**. In order to be eligible to receive discounted services, per the rules of this program, the entity providing classroom instruction must be considered part of an elementary or a secondary school found in the No Child Left Behind Act of 2001 (20 U.S.C. Section 7801 (18) and (38)) which is not operating as a for-profit businesses, and does not have an endowment exceeding \$50 million. Please provide documentation that will verify that the entity meets the definition provided above.

If this entity is a non-instructional facility, it can be eligible for services under certain circumstances. All FRN on application **711746**, please provide a written Yes/No response indicating whether either of these two following descriptions accurately and completely describes your school, school district or library's situation, and if so, which one or both:

1. Is the non-instructional facility used solely for school, school district or library business?
2. ☒ Yes ☐ No
3. Do only school, school district or library employees use the non-instructional facility?
☒ Yes ☐ No
4. If you responded no to either question, is a portion of the facility used for school or library business? ☐ Yes ☐ No **N/A**
5. If yes, please provide a cost allocation for the portion of the facility used for school, school district or library business.
6. Are there any classrooms in the non-instructional facility? ☐ Yes ☒ No

(Note: Your response should be based on the amount of funds you are requesting, which may be after cost-allocation has taken place. For example, a school could identify the school portion of a combined church/school phone bill and identify that portion that is "used for school business by school employees.")

For further information about funding requests to non-instructional facilities, consult the "Educational Purposes" document at <http://www.usac.org/sl/applicants/step06/educational-purposes.aspx>

IV.

Based upon review of your Form 471 **GRIFFIN-SPALDING DISTRICT OFFICE**
Please provide the school district the non-instructional facility above supports.

school district Griffin- Spalding Schools

V.

The entities listed below appear to be Pre-K facilities, and are included in a request for services on your FY2010 Form 471 application # 711746. The entities are **COWAN ROAD ELEMENTARY SCHOOL, ATKINSON ELEMENTARY SCHOOL, ORRS ELEMENTARY SCHOOL, MOORE ELEMENTARY SCHOOL, JACKSON ROAD ELEMENTARY SCHOOL, BEAVERBROOK ELEMENTARY SCHOOL, JORDAN HILL ROAD ELEM SCHOOL, ANNE STREET PRIMARY SCHOOL, CRESCENT ELEMENTARY SCHOOL, FUTRAL ROAD ELEMENTARY SCHOOL & MORELAND ROAD ELEMENTARY.**

In your state, **Pre-K students and separate Pre-K facilities are not eligible for funding.** Any services for Pre-K students, whether in a separate facility, or when part of (a component of) the population of a regular elementary or secondary school, are ineligible. Likewise, any services delivered to separate facilities for Pre-K students are also ineligible.

Please respond to the following questions:

1. Does the facility include a Pre-K? **Each elementary houses 1 or 2 Pre-K classes**
2. Is the Pre-K facility(ies) a separate facility(ies), or part of an elementary or secondary school? **They are 100% co-located in the elementary schools.**
3. Please provide the Pre-K enrollment (count) that is included in Block 4 of this Form 471. **400**
4. Please provide the Pre-K students eligible (the count) for free and reduced lunch that are included in Block 4 of this Form 471. **313**
5. Please provide a dollar cost allocation or percentage of total cost for the Pre-K students for each FRN. **Since these children DO NOT use any of the services being funding, any cost allocation would not be appropriate.**

Your response must include signature and title; or if responding via email, name and title.

For further information regarding Pre-K facilities, please refer to the USAC website at: <http://www.usac.org/si/applicants/step01/non-traditional-K-12/>

Please fax or email the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible.**

Should you wish to cancel your Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Jacqueline V. Ortegon

Jackie - Associate Manager

Program Integrity Assurance - (PIA)

Schools & Libraries Division (SLD)

Voice: 973.581.5369

Fax: 973.599.6522

Email: jortegon@sl.universalservice.org

Sep 13, 2010

Georgia Morrow
GRIFFIN-SPALDING COUNTY SCHOOLS

Telephone:

(706) 6364286

Application Number

711746

Received & Inspected
MAY 24 2011
FCC Mail Room

Response Due Date: 9.28.10

The Program Integrity Assurance (PIA) team is in the process of reviewing all Funding Year 2010 Form 471 Applications for schools and libraries discounts to ensure that they are in compliance with the rules of the Universal Service program. We are currently in the process of reviewing your Funding Year 2010 Form 471 Application. To complete our review, we need some additional information. The information needed to complete the review is listed below.

I.

We have received your request to remove entity: **FLYNT MIDDLE SCHOOL - 32739**

Please provide the following information in writing so that we can process your request:

1. Confirm the Entity Name and Entity Number. **Flynt Middle School, Entity=32739**
2. A list of all the affected FRNs **None affected. This is an administrative correction only.**
3. Identify the associated costs for the entity to be removed **\$0.00**
4. Provide supporting documentation, dated on or before February 19, 2010, indicating you were not seeking E-rate discounts for the entity at the time the Form 471 was filed for FY 2010. A Contract, bill, invoice, etc., are examples of supporting documentation. **Flynt Middle School was left in Block 4 PURELY due to administrative oversight on my part. Flynt Middle ceased to exist 2-3 years ago.**

Please be aware, the removal of this entity may increase or decrease your discount, which could impact your funding.

Failure to provide the requested information may result in a denial of your entity removal request.

II.

Based on the documentation provided it appears that FRN **1994577** includes charges associated with the following on-premise equipment: **2 Routers.**

The FCC has indicated that equipment at the applicant site is presumed to be Internal Connections, but that this presumption can be overcome in certain circumstances. In order for us to evaluate your request, please provide the following information. You may consult with your service provider for assistance, if desired.

Please provide a YES/NO response to the following questions, and include your signature and title; or if responding via email, name and title.

1. Is the leased on-premise equipment an integral component of a Telecommunications or Internet Access service? ☒ Yes ___ No
2. Will the leased on-premise equipment be provided by the same service provider that provides the associated Telecommunications Service or Internet Access service? ☒ Yes ___ No
3. Does responsibility for maintaining the equipment rest with the service provider? ☒ Yes ___ No
4. Will ownership of the equipment transfer to the school or library in the future? ___ Yes ☒ No
5. Does the relevant contract or lease include an option for the applicant to purchase the equipment? ___ Yes ☒ No
- 5a. If Yes, do you intend to exercise this option. Yes ___ No N/A
6. Will the leased equipment be used at the applicant site for any purpose other than receipt of the eligible Telecommunications Services or Internet Access of which it is a part? ___ Yes ___ No ☒
7. Will the school's or library's internal communication systems (e.g., LAN, video, phone, or other communication system) continue to work if the component is disconnected? ☒ Yes ___ No
8. Are there any contractual, technical, or other limitations that would prevent the service provider from using its network equipment, in part, for other customers? ___ Yes ☒ No

Please fax or email the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible.**

Should you wish to cancel your Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Jacqueline V. Ortegon

*Jackie - Associate Manager
Program Integrity Assurance - (PIA)
Schools & Libraries Division (SLD)
Voice: 973.581.5369
Fax: 973.599.6522
Email: jortegon@sl.universalservice.org*

From: Ortegon, Jacqueline
To: georgiamorrow@earthlink.net
Date: 9/9/2010 7:59:18 AM
Subject: RE: Shared Discount - GRIFFIN-SPALDING COUNTY SCHOOLS to change the discount. The discount has been changed from 84% to 83%-ap#711746

Thanks all I am waiting for now is the bills for frn 1994577 @ \$5085..

Jacqueline V. Ortegon

*Jackie - Associate Manager
Program Integrity Assurance - (PIA)
Schools & Libraries Division (SLD)
Voice: 973.581.5369
Fax: 973.599.6522
Email: jortegon@sl.universalservice.org*

From: Georgia Morrow [<mailto:georgiamorrow@earthlink.net>]
Sent: Wednesday, September 08, 2010 4:50 PM
To: Ortegon, Jacqueline
Subject: RE: Shared Discount - GRIFFIN-SPALDING COUNTY SCHOOLS to change the discount. The discount has been changed from 84% to 83%-ap#711746

That's fine with me. Next year, I'll be sure to remove the Pre-K numbers before filing the Form 471.

Georgia Morrow
georgiamorrow@earthlink.net
Morrow and Morrow, Inc.
706-636-4286 = voice
706-636-5227 = fax

----- Original Message -----

From: Ortegon, Jacqueline
To: georgiamorrow@earthlink.net
Sent: 9/8/2010 3:59:15 PM
Subject: Shared Discount - GRIFFIN-SPALDING COUNTY SCHOOLS to change the discount. The discount has been changed from 84% to 83%-ap#711746

Per your replies see the following below, thanks...

Based on the documentation that you have provided, we intend to modify Shared Discount - GRIFFIN-SPALDING COUNTY SCHOOLS to change the discount. The discount has been changed from 84% to 83%.

Jacqueline V. Ortegon

Jackie - Associate Manager

*Program Integrity Assurance - (PIA)**Schools & Libraries Division (SLD)**Voice: 973.581.5369**Fax: 973.599.6522**Email: jortegon@sl.universalservice.org***From:** Georgia Morrow [<mailto:georgiamorrow@earthlink.net>]**Sent:** Wednesday, September 08, 2010 3:35 PM**To:** Ortegon, Jacqueline**Subject:** RE: list of each school and the number of Pre-K enrollment & number of Pre-K students eligible (the count) for free and reduced lunch that are included in Block 4 of this Form 471-ap#711746**Importance:** High

Anne Street Elem. = 38 Free and Reduced need to be removed, total Pre-K enrollment = 40 (2 classes of 20 each)

Atkinson = 38 need to be removed, total Pre-K enrollment = 40

Beaverbrook = 28 need to be removed, total enrollment is showing at 41

Cowan Road = 22 need to be removed, total enrollment = 39

Crescent = 6 need to be removed, total enrollment = 20

Futral Road = 13 need to be removed, total enrollment = 40

Jackson Road = 23 need to be removed, total enrollment = 39

Jordan Hill = 46 need to be removed, total enrollment = 57

Moore = 19 need to be removed, total enrollment = 20

Moreland Road = 48 need to be removed, total enrollment = 76

Orrs = 31 need to be removed, total enrollment = 39

Georgia Morrow

georgiamorrow@earthlink.net

Morrow and Morrow, Inc.

706-636-4286 = voice

706-636-5227 = fax

----- Original Message -----

From: Ortegon, Jacqueline**To:** georgiamorrow@earthlink.net**Sent:** 9/8/2010 2:31:49 PM**Subject:** RE: list of each school and the number of Pre-K enrollment & number of Pre-K students eligible (the count) for free and reduced lunch that are included in Block 4 of this Form 471-ap#711746

I do not see where on the attachment are the number that need to be removed from each school for pre-k enroll & pre-k free & reduce, please clarify..

*Jacqueline V. Ortegon**Jackie - Associate Manager**Program Integrity Assurance - (PIA)**Schools & Libraries Division (SLD)**Voice: 973.581.5369**Fax: 973.599.6522**Email: jortegon@sl.universalservice.org***From:** Georgia Morrow [<mailto:georgiamorrow@earthlink.net>]

Sent: Wednesday, September 08, 2010 2:02 PM

To: Ortegon, Jacqueline

Subject: RE: list of each school and the number of Pre-K enrollment & number of Pre-K students eligible (the count) for free and reduced lunch that are included in Block 4 of this Form 471-ap#711746

Jackie, you're confusing me...the attachment that I sent earlier contains the information that you're requesting below. Am I misunderstanding your request?

Georgia Morrow

georgiamorrow@earthlink.net

Morrow and Morrow, Inc.

706-636-4286 = voice

706-636-5227 = fax

----- Original Message -----

From: Ortegon, Jacqueline

To: georgiamorrow@earthlink.net

Sent: 9/8/2010 1:20:36 PM

Subject: list of each school and the number of Pre-K enrollment & number of Pre-K students eligible (the count) for free and reduced lunch that are included in Block 4 of this Form 471-ap#711746

I will need a list of each school and the number of Pre-K enrollment (count) that is included in Block 4 of this Form 471 & number of Pre-K students eligible (the count) for free and reduced lunch that are included in Block 4 of this Form 471, so please send an email with that information only for easy reference, thanks...

Jacqueline V. Ortegon

Jackie - Associate Manager

Program Integrity Assurance - (PIA)

Schools & Libraries Division (SLD)

Voice: 973.581.5369

Fax: 973.599.6522

Email: jortegon@sl.universalservice.org

----- Original Message -----

From: Ortegon, Jacqueline

To: georgiamorrow@earthlink.net

Sent: 9/7/2010 12:59:46 PM

Subject: Per your reply below, please give totals that up to the 400 & 313 for each school

Per your reply below, please give totals that up to the 400 & 313 for each school, thanks..

V.

The entityies listed below appear to be Pre-K facilityies, and are included in a request for services on your FY2010 Form 471 application # 711746. The entityies are COWAN ROAD ELEMENTARY SCHOOL, ATKINSON ELEMENTARY SCHOOL, ORRS ELEMENTARY SCHOOL, MOORE ELEMENTARY SCHOOL, JACKSON ROAD ELEMENTARY SCHOOL, BEAVERBROOK ELEMENTARY SCHOOL, JORDAN HILL ROAD ELEM SCHOOL, ANNE STREET PRIMARY SCHOOL, CRESCENT ELEMENTARY SCHOOL, FUTRAL ROAD ELEMENTARY SCHOOL & MORELAND ROAD ELEMENTARY.

In your state, **Pre-K students and separate Pre-K facilities are not eligible for funding.** Any services for Pre-K students, whether in a separate facility, or when part of (a component of) the population of a regular elementary or secondary school, are ineligible. Likewise, any services delivered to separate facilities for Pre-K students are also ineligible.

Please respond to the following questions:

1. Does the facility include a Pre-K? **Each elementary houses 1 or 2 Pre-K classes**
2. Is the Pre-K facility(ies) a separate facility(ies), or part of an elementary or secondary school? **They are 100% co-located in the elementary schools.**
3. Please provide the Pre-K enrollment (count) that is included in Block 4 of this Form 471. **400**
4. Please provide the Pre-K students eligible (the count) for free and reduced lunch that are included in Block 4 of this Form 471. **313**
5. Please provide a dollar cost allocation or percentage of total cost for the Pre-K students for each FRN. **Since these children DO NOT use any of the services being funding, any cost allocation would not be appropriate.**

Your response must include signature and title; or if responding via email, name and title.

For further information regarding Pre-K facilities, please refer to the USAC website at: <http://www.usac.org/sl/applicants/step01/non-traditional-K-12/>

Jacqueline V. Ortegon

*Jackie - Associate Manager
Program Integrity Assurance - (PIA)
Schools & Libraries Division (SLD)
Voice: 973.581.5369
Fax: 973.599.6522
Email: jortegon@sl.universalservice.org*

From: Georgia Morrow [<mailto:georgiamorrow@earthlink.net>]
Sent: Wednesday, August 25, 2010 11:32 AM
To: Ortegon, Jacqueline
Subject: Griffin Spalding Yr 13 FIRST Review Letter with Responses
Importance: High

Attached for your review.

Georgia Morrow
georgiamorrow@earthlink.net
Morrow and Morrow, Inc.
706-636-4286 = voice
706-636-5227 = fax



20100219-0472

Addendum Agreement

Case Number GA10-0732-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc. d/b/a AT&T Georgia, ("Company") and Spalding County Public Schools ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement GA04-F117-05. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 2/11/2011.

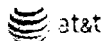
1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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GSCS TECHNOLOGY DEPT.

770-229-3797

p. 2



Addendum Agreement

Case Number GA10-0732-00

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

Spalding County Public Schools

By: Roderick Smith

Authorized Signature

Printed Name: RODERICK SMITHTitle: DIRECTOR of TECHNOLOGYDate: 2/11/2010

Company:

BellSouth Telecommunications, Inc. d/b/a AT&T Georgia

By: Cassandra L. Neal

Authorized Signature

Printed Name: Cassandra L. NealTitle: Cust. Contracts SpecialistDate: 2/19/2010

**Addendum Agreement**

Case Number GA10-0732-00
Option 1 of 1

Service description:

This Addendum Agreement offers an extension to the service period of the Customer's existing BellSouth® Metro Ethernet service.

This Agreement is for a service period of twelve (12) months from the expiration date of the current Agreement and adds four (4) one year renewal options.

All terms and conditions of Contract Service Arrangement Agreement GA04-F117-05 apply to this Addendum Agreement unless modified herein.

**Addendum Agreement**Case Number GA10-0732-00
Option 1 of 1**RATES AND CHARGES**

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	There are no changes to the existing rate elements.	\$.00	\$.00	

**Addendum Agreement**Case Number GA10-0732-00
Option 1 of 1**RATES AND CHARGES****NOTES:**

The 'NOTES' Section of the 'RATES AND CHARGES' PAGES OF Contract Service Arrangement Agreement GA04-F117-05 is replaced in its entirety with the following:

1. Customer's Metro Ethernet service includes the service locations listed below. Metro Ethernet service is location specific. If facilities do not exist, special construction charges may apply.

201 Cabin Creek Dr, Griffin, GA
180 Futral Road, Griffin, GA
1553 Flynt Street, Griffin, GA
550 Wilson Road, Griffin, GA
1185 Cowan Road, Griffin, GA
221 Spalding Drive, Griffin, GA
200 Kelsey Ave, Griffin, GA
455 Moreland Road, Griffin, GA
216 S 6th Street, Griffin, GA
1617 W Poplar Street, Griffin, GA
802 Anne Street, Griffin, GA
307 Atkinson Dr, Griffin, GA
251 Birdie Road, Griffin, GA
1233 Cowan Road, Griffin, GA
201 Cresscent Road, Griffin, GA
1233 Jackson Road, Griffin, GA
75 Jordan Hill Road, Griffin, GA

2. These rates and charges are only valid if the Customer is served from a central office equipped for Metro Ethernet service, or can be extended to a central office equipped for Metro Ethernet service.

3. The following nonrecurring charges will not apply upon installation. However, if all or any part of the service is disconnected prior to the expiration of the selected term, then Customer will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges.

USOC	Description	Nonrecurring Charge	
CNMSC	CNM Security Card	\$ 200.00	each
CNMSE	CNM Service Establishment Charge	\$ 250.00	each
MTEP3	Metro Ethernet Service, 10 Mbps Premium Connection, Fixed	\$1,000.00	each
MTEP7	Metro Ethernet Service, 250 Mbps Premium Connection, Fixed	\$1,750.00	each

**Addendum Agreement**

Case Number GA10-0732-00
Option 1 of 1

Furthermore, upon Customer's request to disconnect all service prior to the expiration of the selected term, Customer will be charged a one-time Contract Preparation Charge in the amount of \$423.00.

4. Company acknowledges that Customer has applied or intends to apply for funding from the Federal Universal Service Fund ("USF") program to help pay for the Services being ordered by Customer under this Agreement. Provided that Customer has diligently and in good faith applied for, submitted all required forms and information, and performed all other duties and obligations required of Customer in connection with obtaining initial and continuing funding from the USF with respect to the Services, Company agrees that Customer may terminate the Services and this Agreement at any time upon at least thirty (30) days' written notice to Company, without payment of any early termination charges that would otherwise be due, if (and only if) Customer does not obtain substitute Services from a competitor within one year of any denial of USF funding and

- (i) approval for such funding to Customer under the USF program is not initially awarded or if such funding is not renewed annually; or
- (ii) the USF becomes depleted or the USF program is changed during the term of this Order such that funding is no longer available to Customer for the Services.

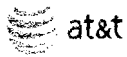
Notwithstanding any failure to obtain USF funding, Customer shall remain fully liable and shall have an obligation to pay, in full, (1) all nonrecurring charges; (2) any costs that may not have been included in the nonrecurring charges which were incurred by the Company to deploy the Services, including any special construction charges, capital costs or other expenses, collectively ("Capital charges"); and (3) any recurring charges for Services rendered prior to termination of the Services as a result of such USF non-funding. Capital charges may be billed as either nonrecurring charges or as part of the recurring charges and shall become due and payable in full on the later of sixty (60) days after any initial denial of USF funding, or thirty (30) days after billing. Customer's failure to pay in full any of the charges listed in items (1), (2) and (3) above when they are due shall be sufficient cause for denial of all Services and termination of this Agreement. Upon request, Customer shall be obligated to use its best efforts to diligently appeal any initial denial of USF funding; however, an appeal shall not relieve the Customer of the obligation to pay all charges as set forth above when they become due.

Customer also warrants and represents that this Agreement is compliant with all applicable USF funding requests and/or funding commitments. Customer shall be liable to Company for all damages to Company of any kind, including reasonable attorneys' fees arising out of the breach of such warranty.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1



E-rate Rider

ATTACHMENT TO Metro Ethernet Addendum Agreement ("Agreement") FOR

SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by AT&T Corp ("AT&T") and Griffin Spalding County Schools ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-rate Rider

6. **Non-Appropriations.** By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☒ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

**E-rate Rider**

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

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p. 2



E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Dodge County Board of Education	List AT&T party from Agreement ("AT&T")
Customer Signature: <i>Roderick Smith</i>	AT&T Signature: <i>Cassandra L. Negal</i>
Print Name: <i>RODERICK SMITH</i>	Print Name: <i>Cassandra L. Negal</i>
Title: <i>DIRECTOR OF TECHNOLOGY</i>	Title: <i>Custom. Contracts Specialist</i>
Date: <i>2/11/2011</i>	Date: <i>2/19/2010</i>

CONFIDENTIAL INFORMATION

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